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16471
RECORDATION NO. 16471
FILED 1423
KELLEY DRYE & WARREN
PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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INTERSTATE COMMERCE COMMISSION

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NEW YORK, N.Y. 10178
(212) 808-7800

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August 10, 1989

BY HAND INTERSTATE COMMERCE COMMISSION

9-222A006

Honorable Noretta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Ave., N.W.
Washington, D.C. 20423

Re: Union Pacific Railroad Company
Locomotive Lease

Dear Ms. McGee:

Kelley Drye & Warren is acting as counsel to Union Pacific Railroad Company in connection with a leveraged lease financing of 50 Locomotives scheduled to be delivered on August 10, 1989.

Enclosed for filing and recordation under Section 11303 of Title 49 of the United States Code are four (4) executed original counterparts of the following documents:

1. Lease Agreement, a primary document, dated as of August 7, 1989 (the "Lease Agreement"), between SLUP LocoLease (One) Co., Ltd., a Japanese corporation (the "Lessor"), and Union Pacific Railroad Company, a Utah corporation (the "Lessee").
2. Lease Supplement, a secondary document, dated as of August 10, 1989 (the "Lease Supplement"), executed by the Lessor and the Lessee.
3. Lessee Security Agreement, a primary document, dated as of August 10, 1989 (the "Lessee Security Agreement"), between the Lessor and the Lessee.

You should be aware that the Lessor has not affixed a corporate seal to the foregoing documents because such seals

Personal file to Blair

KELLEY DRYE & WARREN

Interstate Commerce Commission -2-

August 10, 1989

are not generally required for Japanese corporations. We informed Kathleen King of the Secretary's Office who advised us that the absence of a seal on behalf of the Lessor would not preclude the valid filing and recordation of the enclosed documents.

The names and addresses of the parties to the foregoing documents are as follows:

Owner-Lessor-Mortgagor SLUP LocoLease (One) Co., Ltd. ✓
Kyowa Aoyama Building
10-43, Minami-Aoyama 3-chome
Minato-ku, Tokyo, Japan

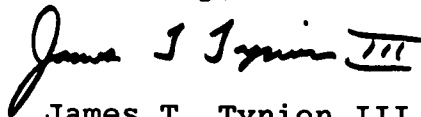
Lessee-Mortgagee Union Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68179

The Lease Agreement and the Lease Supplement provide inter alia, for the lease by the Lessor to the Lessee of fifty (50) General Motors Corporation 60 Series diesel-electric locomotives with road numbers UP6129, UP6133, UP6135, UP6139, UP6142, UP6144, UP6146, UP6148, UP6151, UP6153, UP6160 - UP6183, inclusive, UP6185, UP6186, UP6188 - UP6191, inclusive, UP6193, UP6195, UP6197, UP6199, UP6202, UP6204, UP6206, and UP6213 - UP6215, inclusive (the "Locomotives"). The Lessee Security Agreement provide for the granting of a security interest in the Locomotives in favor of the Lessee in order to secure the Lessor's performance of certain obligations under the Lease Agreement and Lease Supplement. On or prior to the delivery of the Locomotives under the Lease Agreement or as soon as practicable thereafter, each of the Locomotives will bear the following marking:

"TITLE TO THIS LOCOMOTIVE IS HELD BY SLUP
LOCOLEASE (ONE) CO., LTD., THE LESSOR, WHICH
HAS LEASED THIS LOCOMOTIVE TO UNION PACIFIC
RAILROAD COMPANY"

I have also enclosed a check for \$39.00 to the order of the Interstate Commerce Commission to cover the fees associated with the filing and recordation of the enclosed documents. Please time and date stamp three counterparts of each of the enclosed documents along with the enclosed extra copy of this letter as proof of filing and recordation of the enclosed documents.

Sincerely,



James T. Tynion III
Counsel for Union
Pacific Railroad Company

JTT:jsd
Encs.

0779j

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INTERSTATE COMMERCE COMMISSION

EXECUTION COPY

LESSEE SECURITY AGREEMENT

SECURITY AGREEMENT dated as of August 7, 1989, by and between SLUP LOCOLEASE (ONE) CO., LTD., a corporation organized and existing under the laws of Japan, with its registered office at Kyowa Aoyama Building, 10-43, Minami-Aoyama 3-chome, Minato-Ku, Tokyo, Japan (the "Owner") and UNION PACIFIC RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Utah, United States of America, with offices at 1416 Dodge Street, Omaha, Nebraska 68179, (the "Secured Party"). Unless the context otherwise requires, capitalized terms used and not otherwise defined herein have the meanings ascribed to them and the terms hereof shall be interpreted as set forth in a certain Lease Agreement between the Owner, as lessor, and the Secured Party, as lessee, dated as of the date hereof (as the same may from time to time be amended, modified or supplemented, the "Lease").

WITNESSETH:

WHEREAS, the Secured Party and the Owner are, contemporaneously herewith, entering into the Lease, pursuant to which each will undertake to perform certain obligations for the benefit of the other; and

WHEREAS, the Secured Party's willingness to enter into the Lease is conditioned upon the Owner's granting to the Secured Party the security interests described herein and otherwise agreeing to be bound by the terms of this Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. GRANT OF SECURITY INTEREST

1.01 Grant. As general and continuing collateral security for the full, prompt and complete performance as and when due (whether at stated maturity, by acceleration or otherwise) of all the Obligations (as hereinafter defined), the Owner hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Party and hereby grants to the Secured Party, to the extent permitted under the laws of the State of New York, a continuing first lien upon and a first priority security interest in, all of the Owner's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired, arising or coming into

existence (all of which, is hereinafter collectively referred to as the "Collateral"):

- (a) all of the fifty (50) General Motors 60 Series Diesel-Electric Locomotives identified on Schedule A attached hereto, all integral parts and components thereof, all appurtenances and accessories thereto, and all replacements and substitutions for such locomotives, parts, components, appurtenances and accessories, all Replacement Locomotives, Parts and Replacement Parts and all other goods, machinery, equipment, furniture, tools and other items of personal property which may be, from time to time, leased to the Secured Party pursuant to the Lease (all such items of property collectively referred to herein as the "Locomotives");
- (b) all documents of title, certificates of title, bills of sale and purchase orders (including the Purchase Agreement) relating to any of the foregoing;
- (c) all cash and non-cash proceeds (including but not limited to insurance proceeds) and products of the foregoing; and
- (d) all books, records and documents pertaining to the foregoing.

1.02 Obligations. In this Security Agreement, the term "Obligations" means all present and future obligations of the Owner in this Agreement to transfer title to and ownership of the Locomotives to the Secured Party pursuant to the Secured Party's purchase option and other rights under the Lease.

2. REPRESENTATIONS AND WARRANTIES

The Owner represents, warrants and covenants with and to the Secured Party as follows:

2.01 Lease Representations and Warranties. The Owner hereby makes, repeats and reaffirms each and every one of the representations, warranties and covenants set forth in Section 8.3 of the Lease, substituting "Security Agreement" for the term "Agreement" in each subsection thereof, and each and every one of such representations, warranties and covenants, as so modified, is hereby incorporated herein in its entirety.

2.02 Financing Statements. No agreement, certificate, charge, instrument, filing, financing statement or other document or notice evidencing or relating to any Lien on the Collateral is or will be on file or has been or will be recorded in any office, registry or place, other than those in favor of the Secured Party and other than the Lease and the Lease Supplement describing the Owner's title and rights to the Collateral filed with the United States Interstate Commerce Commission.

2.03 Assurance of Title and Priority. Subject to Section 8.10, the Owner is and shall remain the owner of all of the Collateral, free and clear of all Lessor Liens, except for the Lease and the Liens granted to the Secured Party under this Security Agreement.

2.04 Addresses. The chief executive office and principal place of business of the Owner, and the books and records relating to the Collateral, are each located at the address of the Owner first listed above.

2.05 Charges and Taxes. There is no fee, documentary, stamp or other similar tax or other charge by any competent Japanese governmental authority in connection with the execution or delivery of this Security Agreement when executed and delivered in the United States.

3. ADDITIONAL COVENANTS

The Owner covenants and agrees with and to the Secured Party as follows:

3.01 Corporate Existence and Status. The Owner shall maintain, preserve and keep in full force and effect its corporate existence and all franchises, licenses, permits and authorizations necessary or desirable to the conduct of its business and shall at all times maintain its status as a wholly-owned subsidiary of Showa Leasing Co., Ltd., and shall limit its operations as set forth in Section 8.3(i) of the Lease. The Owner will not enter into any transaction or take any action which might materially and adversely affect the Collateral or the Owner's ability to satisfy or perform the Obligations.

3.02 Compliance with Laws; Payment of Taxes. Subject to Section 8.10, the Owner shall comply with all applicable laws, regulations and ordinances concerning the conduct of Owner's business, the Owner's properties and the Collateral and promptly pay when due all governmental or quasi-governmental taxes, charges and assessments upon or relating to the Collateral, the Lease or the Obligations.

3.03 Preservation of Collateral, Etc. The Owner shall, subject to Section 8.10 directly or through the Secured Party as set forth in the Lease, defend the Collateral against all claims and demands of all persons other than the Secured Party at any time claiming any interest therein or encumbrances thereon.

3.04 No Liens, Encumbrances or Transfers. Subject to Section 8.10, the Owner shall not permit or suffer to exist any Lessor's Lien, with respect to any of the Collateral. The Owner will not sell (except as contemplated by the Lease), lease (except for the Lease), transfer, consign or dispose of any of the Collateral or any interest therein, or agree to do so.

3.05 Further Documents and Actions. Subject to Section 8.10, from time to time, the Owner shall endorse, execute and deliver to the Secured Party all agreements, certificates, charges, instruments, documents or notices, including but not limited to financing and continuation statements and any statements required by the ICC, necessary or appropriate in the Secured Party's sole discretion to carry into effect the provisions of this Security Agreement or to exercise or enforce its rights or remedies hereunder. The Owner authorizes the Secured Party to file any agreement, certificate, charge, instrument, document, notice, financing statement (or amendment thereto) or continuation statement in such form, with or without the Owner's name signed thereon, and in such places as may be appropriate in the Secured Party's sole discretion.

3.06 Costs and Expenses; Indemnification. The Owner agrees to pay to the Secured Party on demand all reasonable out-of-pocket costs and expenses of the Secured Party, if any (including, without limitation, attorneys' fees and expenses), in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Security Agreement, the preservation of the Collateral incident to such enforcement or the exercise of any rights or remedies hereunder occurring as a result of the default of its obligations hereunder.

3.07 Continuous Perfection. Except as permitted by the following sentence, the Owner will not change its name, identity or corporate structure in any manner and will not change its principal place of business or chief executive office or the places where it keeps the records concerning the Collateral. If the Owner wishes to make any such change, the Owner will give the Secured Party at least thirty (30) days' prior written notice thereof and will take all actions (or make arrangements to take such action substantially simultaneously with such change if it is impossible to take such action in advance) necessary or appropriate in the Secured Party's sole discretion upon the written request of the Secured Party to

amend each filing, registration, financing statement or continuation statement and otherwise to cause the Secured Party to continue to maintain its lien on, and security interest in, the Collateral.

4. POSSESSION

Except as provided in the Lease, the Secured Party is hereby authorized by the Owner to retain possession of all Collateral, so long as any Obligations are outstanding. The Secured Party shall have the right from time to time to appoint one or more agents to retain possession of any Collateral.

5. EVENTS OF DEFAULT; RIGHTS AND REMEDIES

The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) The Owner fails or neglects to perform, keep or observe any material term, representation, warranty or covenant contained herein or in the Lease (including without limitation any and all obligations of the Owner to transfer title to the Collateral to the Secured Party upon payment, tender or transfer by or on behalf of the Secured Party to the Owner of Basic Termination Payment and any applicable Special Termination Payment, the End-of-Term Purchase Price or the Deficiency Payment as set forth in the Lease); or

(b) Any Special Termination Event as defined in the Lease shall occur;

then upon the occurrence of any such Event of Default, the Secured Party shall have the right, upon giving notice to the Owner, to declare any or all of the Obligations to be immediately due and owing. The Secured Party shall also have each and every other right and remedy set forth herein.

6. CERTAIN RIGHTS; EFFECT OF EVENT OF DEFAULT

6.01 Action Regarding Collateral and Waiver of Claims. (a) Upon the occurrence and during the continuance of an Event of Default, the Secured Party, at any time and in its sole discretion, may enter any premises in which the Collateral may be located and may remove such Collateral to such place as the Secured Party may deem advisable, and may, sell, dispose of, resell, assign, transfer, lease and deliver or otherwise deal or decline to deal with all or any part of the Collateral, in each case without advertisement, in one or more sales, at such price or prices, and upon such commercially reasonable terms either for cash or credit or future delivery as the Secured Party may elect. It is understood and consented to by the Owner that the Secured Party may purchase the Collateral upon terms comparable

(including a comparable price) to those of its purchase option under the Lease. Except as set forth herein, the Owner waives notice of non-payment, protest and all other notices to which the Owner might otherwise be entitled. The proceeds of any such liquidation, less all costs and expenses incurred in connection therewith, and, at the option of the Secured Party, less any other Liens or claims discharged with such proceeds, shall be applied by the Secured Party against the Obligations in accordance with this Security Agreement.

(b) Except as otherwise provided in this Security Agreement, THE OWNER HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTICE AND JUDICIAL HEARING IN CONNECTION WITH THE SECURED PARTY'S TAKING POSSESSION OR THE SECURED PARTY'S DISPOSITION OF ANY OF THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT WHICH THE OWNER WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, and the Owner hereby further waives, to the extent permitted by Law:

(i) all damages occasioned by such taking of possession except any damages which are the direct result of the Secured Party's gross negligence or wilful misconduct;

(ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Secured Party's rights hereunder; and

(iii) any obligation of the Secured Party to marshal assets, and all rights of redemption following sale, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law in order to prevent or delay the enforcement of this Security Agreement or the absolute sale of the Collateral or any portion thereof, and the Owner, for itself and all who may claim under it, insofar as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws.

(c) Any sale or disposition of, or any other realization upon, any Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the Owner therein and thereto, and shall be a perpetual bar both at law and in equity against the Owner and against any and all persons claiming or attempting to claim the Collateral so sold, disposed of, or realized upon, or any part thereof, from, through and under the Owner.

(d) Without limiting any other provision of this Security Agreement, upon the occurrence and during the continuance of an Event of Default, the Secured Party shall have all rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State of New York.

6.03 Agent Appointed Attorney-In-Fact. The Owner hereby appoints the Secured Party the attorney-in-fact of the Owner with full power in the name and on behalf of the Owner to take any action, including the defense or initiation of any litigation, and to execute and deliver any bill of sale, agreement, certificate, charge, document, notice or instrument, satisfaction or termination of interest (including, but not limited to financing statements, amendments thereto, satisfactions thereof and continuation statements) which the Secured Party may deem necessary or appropriate in its sole discretion to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. All acts of said attorney are hereby ratified and approved and said attorney and its designees shall not be liable for, and the Owner shall hold same harmless from liability for, any acts or failure to act, or for any error of judgment or mistake of law or fact, absent gross negligence or willful misconduct.

7. GRANTOR'S OBLIGATIONS ABSOLUTE, ETC.

Subject to the terms and conditions of the Lease Agreement, the Obligations of the Owner under this Security Agreement shall be absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including, without limitation: (a) any renewal, extension, amendment or modification of, or addition or supplement to or deletion from, or waiver, consent, extension, indulgence or other action or inaction, or any exercise or nonexercise of any right, remedy, power or privilege under or in respect of the Lease or any other instrument or agreement referred therein, or any assignment or transfer of any thereof; or (b) any furnishing of any additional security to the Secured Party or any acceptance thereof or any sale, exchange, release, surrender or realization of or upon any security by the Secured Party.

8. GENERAL PROVISIONS

8.01 Continuity. This Agreement shall become effective immediately, shall be continuing and remain in effect, notwithstanding any intermittent absence of Obligations.

8.02 Other Documents. All Obligations and all notes, guaranties, or other agreements, certificates, instruments or documents evidencing Obligations are separate

agreements and may be negotiated, executed, modified, cancelled or released by the Secured Party without releasing the Owner or the Collateral (or any endorser, guarantor or co-maker of any Collateral or Obligations). The Owner consents to any extension of time of payment or performance of any Obligations and all actions or inactions with respect thereto or to any Collateral, guaranties or other security therefor.

8.03 Remedies Cumulative. All rights, remedies and powers of the Secured Party hereunder and in connection herewith are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all other rights, remedies and powers of the Secured Party whether under law, equity or agreement.

8.04 No Waiver. No waiver or amendment of or forbearance to enforce any of the Secured Party's rights hereunder shall be effective unless expressly granted in writing, and shall be limited to the extent expressed therein. No delay on the part of the Secured Party in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by the Secured Party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The Secured Party may, from time to time, whether before or after any of the Obligations shall become due, without notice to or demand of, and without any reservation of rights against, the Owner, all of which the Owner (and any endorser, guarantor or co-maker) hereby acknowledges to be reserved, at the expense of the Owner, take all or any of the following actions: (a) retain or obtain a Lien in any property of any third party, in addition to the Collateral, to secure any of the Obligations; (b) retain or obtain the primary or secondary liability of any party or parties, in addition to the Owner, with respect to any of the Obligations; (c) renew, extend, accelerate, modify, compromise, settle, release or surrender any Obligation or any obligations of any other person primarily or secondarily liable for all or any part of the Obligations with respect to any or all of the Obligations; (d) renew, extend, accelerate, modify, compromise, settle, release or surrender all or any part of any property of any third party, in addition to the Collateral, securing any of the Obligations or any obligations of any nature of any person with respect to any such property; (e) resort to the Collateral for payment or satisfaction of any of the Obligations in accordance with this Security Agreement, whether or not it shall have resorted to any other property securing the Obligations or shall have proceeded or exhausted its remedies against any other person primarily or secondarily liable on any of the Obligations; or (f) release or substitute any other person primarily or secondarily liable for all or any part of the Obligations.

8.05 Governing Law; Severability. This Security Agreement shall be governed by and construed and interpreted in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of New York, except to the extent that the validity or perfection of the security interest hereby granted in the Collateral, or remedies hereunder, are governed by the laws of a jurisdiction other than the State of New York. Each provision of this Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Security Agreement.

8.06 Litigation.

(a) Notwithstanding any termination hereof, the Owner hereby irrevocably agrees that any action or proceeding in connection herewith may be brought in any State or federal court in the State of New York or in any court or judicial forum in Tokyo, Japan and irrevocably submits to the non-exclusive jurisdiction of such courts in such actions. To the extent permitted by applicable law, (i) the Owner waives trial by jury; (ii) the Owner consents to service of process by mail in any such action brought in the courts in the State of New York and to the removal to any of such courts by the Secured Party of any action brought in any court other than one selected by the Secured Party, in its sole discretion, as the venue of such action; and (iii) the Owner waives and agrees not to raise any claim it may have that any such court is not a convenient forum.

(b) The Owner hereby designates and appoints Showa Leasing America, Inc., now located at One World Trade Center, New York, New York 10048, as its authorized agent to accept and acknowledge on its behalf service of any and all process which may be served in any suit, action or proceeding of the nature referred to in (a) above. The Owner covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents, that may be necessary to continue the foregoing designation and appointment in full force and effect and to cause such agent to continue to act as agent. If such agent shall desire to cease so to act, or Owner wishes to appoint another party to act as its agent, the Owner covenants and agrees that prior to such agent's ceasing so to act, the Owner shall so notify the Secured Party and designate and appoint without delay another such agent satisfactory to the Secured Party, and, if requested by the Secured Party, shall promptly deliver to the Secured Party evidence in writing of such other agent's acceptance of such appointment.

8.07 Headings. The captions in this Security Agreement are for convenience only and shall not affect the construction or interpretation hereof.

8.08 Assignment. This Security Agreement shall inure to and be binding upon the successors, and assigns of the Owner and the Secured Party. The Owner shall have no right to assign this Security Agreement without the prior written consent of the Secured Party, and any purported assignment without such consent shall be null and void. The Secured Party or the Owner may assign their rights hereunder in full or in part in connection with an assignment permitted by the Lease.

8.09 Notice. If any notice is required by law, ten (10) days' notice shall be conclusively deemed reasonable notice.

8.10 Lease Terms to Control. Notwithstanding anything herein to the contrary, it is understood and agreed that so long as (i) the Lease is in full force and effect and (ii) no Event of Default has occurred, any conflict between this Security Agreement and the Lease, so far as it relates to the parties' respective obligations and duties with respect to the Collateral, shall be resolved in favor of the Lease and the provisions thereof shall control.

[Signature Page Attached]

IN WITNESS WHEREOF, the Owner and Secured Party have
duly executed this Security Agreement as of the day and year
first above written.

SLUP LOCOLEASE (ONE) CO., LTD.

By 

Name: Tsutomu Itoh

Title: Director

UNION PACIFIC RAILROAD COMPANY

By: 

Name: John B. Larsen

Title: Assistant Treasurer

CORPORATE FORM OF ACKNOWLEDGEMENT

STATE OF NEW YORK

SS.:

COUNTY OF NEW YORK

On this 7th day of August, 1989 before me personally appeared, Tsutomu Itoh, to me personally known, who being by me duly sworn, says that he is a Director of SLUP LocoLease (One) Co., Ltd., a Japanese corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]


James T. Tynion III
Notary Public

JAMES T. TYNION III
Notary Public, State of New York
No. 31-4940775
Qualified in New York County
Commission Expires July 18, 1990

CORPORATE FORM OF ACKNOWLEDGEMENT

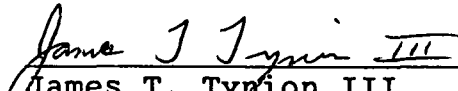
STATE OF NEW YORK

SS:

COUNTY OF NEW YORK

On this 7th day of August, 1989 before me personally appeared, John B. Larsen, to me personally known, who being by me duly sworn, says that he is an Assistant Treasurer of Union Pacific Railroad Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]


James T. Tynion III
Notary Public

JAMES T. TYNION III,
Notary Public, State of New York
No. 31-4940775
Qualified in New York County
Commission Expires July 18, 1990

Schedule A

LIST OF GENERAL MOTORS 60 SERIES
DIESEL-ELECTRIC LOCOMOTIVES

<u>Locomotive No.</u>	<u>Serial No.</u>
1. UP6129	886015-20
2. UP6133	886015-24
3. UP6135	886015-26
4. UP6139	886015-30
5. UP6142	886015-33
6. UP6144	886015-35
7. UP6146	886015-37
8. UP6148	886015-39
9. UP6151	886015-42
10. UP6153	886015-44
11. UP6160	886023-1
12. UP6161	886023-2
13. UP6162	886023-3
14. UP6163	886023-4
15. UP6164	886023-5
16. UP6165	886023-6
17. UP6166	886023-7
18. UP6167	886023-8
19. UP6168	886023-9
20. UP6169	886023-10
21. UP6170	886023-11
22. UP6171	886023-12
23. UP6172	886023-13
24. UP6173	886023-14
25. UP6174	886023-15
26. UP6175	886023-16
27. UP6176	886023-17
28. UP6177	886023-18
29. UP6178	886023-19
30. UP6179	886023-20
31. UP6180	886023-21
32. UP6181	886023-22
33. UP6182	886023-23
34. UP6183	886023-24
35. UP6185	886023-26
36. UP6186	886023-27
37. UP6188	886023-29
38. UP6189	886023-30
39. UP6190	886023-31
40. UP6191	886023-32
41. UP6193	886023-34
42. UP6195	886023-36

<u>Locomotive No.</u>	<u>Serial No.</u>
43. UP6197	886023-38
44. UP6199	886023-40
45. UP6202	886023-43
46. UP6204	886023-45
47. UP6206	886023-47
48. UP6213	886036-4
49. UP6214	886036-5
50. UP6215	886036-6